

AGREEMENT, made in the Township of Woodbridge, Middlesex County, State Of New Jersey, as of _____ (Authority meeting date).

BY AND BETWEEN:

NEW JERSEY HIGHWAY AUTHORITY, a body corporate and politic of the State of New Jersey, organized and existing under P.L. 1952, c. 16, having its principal office at Intersection of Garden State Parkway and Route 184, Woodbridge, New Jersey, hereinafter referred to as OWNER, and _____ (name of firm), a corporation existing under the laws of the State of New Jersey, having its principal office at _____, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the CONSULTANT has offered to perform work and services in connection with a Parkway project or such portions or sections of such project as the OWNER may order designed, supervised or constructed; and

WHEREAS, the OWNER is willing to contract for such work and services upon the terms, provisions and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

I. WORK AND SERVICES

A. Subject and Scope of Work

1. The subject and the scope of work are set forth in Schedule "A", annexed to and made a part of this contract memorialized as Contract No. _____

(title). Upon receipt of a notice from the OWNER, the CONSULTANT agrees to proceed, perform an complete all the work and services in conformance with Schedule "A".

B. Staff and Facilities

1. The CONSULTANT agrees that it will at all times employ, maintain and assign to the performance of this contract a sufficient number of competent and qualified professional, technical and other personnel adequate and sufficient for the prompt and satisfactory performance of this contract.
2. Any person employed in or assigned to the performance of work or services hereunder by the CONSULTANT shall be removed from such work or services upon notice from the OWNER'S CHIEF ENGINEER, hereinafter referred to as CHIEF ENGINEER.
3. The CONSULTANT shall not employ the OWNER'S employees in performance hereof.
4. The CONSULTANT agrees that it will at all times cooperate and coordinate its work with the work and requirements of the OWNER, its CHIEF ENGINEER and engineering personnel for the prompt performance of the contract.

I. WORK AND SERVICES (continued)

C. Supervision and Resident Direction

1. The CONSULTANT agrees that a Principal Officer of the CONSULTANT will, at all times, have personal direction and charge of the CONSULTANT'S work to be performed hereunder and be available for meetings with the CHIEF ENGINEER, his representatives or any other officer of the OWNER.
2. The CONSULTANT agrees that any field office shall be under the immediate supervision and direction of a responsible resident manager, approved by the CHIEF ENGINEER and that such resident manager shall have full authority to meet with the CHIEF ENGINEER, his representatives or any office of the OWNER and to make agreements and commitments for and to bind the CONSULTANT in all matters relating to this contract or its performance.
3. The CONSULTANT agrees that all necessary personnel and facilities of its principal office will be utilized for the performance of this contract.
4. Nothing in this Article I.C. shall be deemed or construed to revise, modify, diminish or impair the obligation of the CONSULTANT to furnish the services and to perform the work specified in Article I.A.

II. AUTHORITY OF CHIEF ENGINEER AND CONSULTANT

A. CHIEF ENGINEER

1. The CONSULTANT agrees that it will faithfully execute and promptly comply with the requirements and direction of the CHIEF ENGINEER.

B. CONSULTANT

1. The CONSULTANT agrees that, in the performance of this contract, it is and will, at all times, remain an independent contractor. The CONSULTANT further agrees that it will not bind the OWNER, the CHIEF ENGINEER or any officers or employees of the OWNER except as authorized in writing by the CHIEF ENGINEER.

C. Employee of CONSULTANT

1. The parties hereto agree that neither the CONSULTANT nor any person in its employ, shall be deemed, construed or become an employee of the OWNER and that all instructions and directions given to the CONSULTANT or to any of its employees by the OWNER, the CHIEF ENGINEER or any officers or employees of the OWNER shall be for the general guidance of the CONSULTANT only.

III. COMPENSATION OF CONSULTANT

A. Terms of Compensation

1. In consideration of the due and timely performance by the CONSULTANT of the work and services required under this contract, the OWNER agrees to pay and the CONSULTANT agrees to accept, as payment in full for all work performed and services rendered and all costs and expenses incurred hereunder, the amounts set forth in Schedule "B", annexed hereto and made a part hereof, all at the time, in the manner, and upon the conditions herein stated.

III. COMPENSATION OF CONSULTANT (continued)

B. Periodic Statements

1. Whenever the CONSULTANT is entitled to any payment hereunder, the CONSULTANT shall present to the OWNER a verified statement, supported by such original or other records and receipts as the OWNER may request, all on the forms and in accordance with the payment and audit procedures of the OWNER, which statements shall set forth all items paid by the CONSULTANT for which reimbursement may be demanded hereunder. Such statements, when approved by the OWNER as to form and items of claim, shall be paid within thirty (30) days of presentation.

IV. SUBCONTRACTS, ASSIGNMENTS AND TRANSFERS

A. Assignment or Transfer of Contract

1. The CONSULTANT shall not sell, transfer, assign or otherwise dispose of this contract or any interest therein to any third party, except upon such terms and conditions as the OWNER may approve.

B. Subcontracts

1. The CONSULTANT may obtain by subcontract, subject to the written approval of the CHIEF ENGINEER, such supplemental professional or nonprofessional services of independent consultants as are necessary for the proper performance of this contract.
2. The CONSULTANT shall provide proof of the subcontractor's valid business registration with the Division of Revenue in the New Jersey Department of Treasury. Pursuant to P.L. 2001, c.134 (N.J.S.A. 52:32-44), the CONSULTANT is notified that no subcontract shall be entered into by any consultant under any contract with the Authority unless the subconsultant first provides proof of valid business registration. The Authority will not consent to the proposed subcontracting unless the CONSULTANT provides the required proof of the subcontractor's valid business registration.

C. Targeted Participation of MBE/WBE Subconsultants

1. Regulations were promulgated jointly by the Department of Treasury and the Department of Commerce and Economic Development under N.J.A.C. 17:14-1.1 et seq. pertaining to minority and female contractor and subcontractor participation in State construction contracts. Pursuant to these regulations, the New Jersey Highway Authority, consistent with its statutory authority in consultation with the Department of Commerce, and pursuant to Executive Order No. 84, has set target levels for 7% participation by qualified minority business enterprises (MBEs), which are owned and operated by African-Americans, Latinos and Asian-Americans, and 3% participation by qualified women owned business enterprises (WBEs) as subconsultants, or consultants, for this consulting contract.
2. Pursuant to N.J.A.C. 17:14-4.3, the CONSULTANT shall take certain actions to establish a good faith effort to meet the targeted goals for MBE/WBE participation. In accordance with the requirements of N.J.A.C. 17:14-4.2, the CONSULTANT when submitting an expression of interest or a proposal must complete the New Jersey Highway Authority form entitled "MBE/WBE-Proposed Schedule of Participation". Failure to complete and submit this information with a proposal may result in rejection of that proposal. Evidence of each MBE/WBE's certification may be requested.
3. If the CONSULTANT's proposal fails to identify contracts for minority and women businesses with a combined cost estimate meeting the targets, the CONSULTANT shall include with its proposal documentation of its good faith effort to meet the targets, including a record of its attempts to contract with eligible businesses and the reasons for failure to meet the targets, in accordance with N.J.A.C. 17:14-4.3.

IV. SUBCONTRACTS, ASSIGNMENTS AND TRANSFERS (continued)

C. Targeted Participation of MBE/WBE Subconsultants (continued)

4. The requirements for eligibility as a “Minority Business Enterprise (MBE)” or a “Woman-Owned Business Enterprise (WBE)” will be met by satisfying the certification and registration requirements of the Department of Treasury regulation N.J.A.C. 17:14-1.1 et seq.
5. To allow the OWNER to monitor and report MBE/WBE participation during the course of the project pursuant with N.J.A.C. 17:14-5.2., the New Jersey Highway Authority form entitled “MBE/WBE–Certificate of Participation” shall be completed by the CONSULTANT and attached to each statement form that is submitted for payment in accordance with Article III.B.
6. If the CONSULTANT, for any reason, at any time during the course of the contract, intends to make any additions, deletions, or substitutions to the list of firms shown on the MBE/WBE-Proposed Schedule of Participation form originally submitted with the proposal, the CONSULTANT shall notify the OWNER in writing of such proposed changes and shall submit a revised MBE/WBE-Proposed Schedule of Participation form to the OWNER for each such proposed change.
7. These requirements in no way alter the existing requirements for New Jersey Highway Authority Subconsultants, including the insurance requirements as described in Article VII. INSURANCE.

V. LEGAL AND PUBLIC RELATIONS

A. Personal Liability

1. In carrying out the provisions of this contract or in exercising or claiming to exercise any official power or authority, neither the COMMISSIONERS of the AUTHORITY nor any of its officers or employees shall have or incur any personal liability nor shall any claim of personal liability be asserted against any of them by the CONSULTANT or its agent.

B. Loss or Damage to Property of OWNER

1. The CONSULTANT shall care for and protect all property of the OWNER which comes into the possession or custody of the CONSULTANT, and shall, at its own cost and expense, repair or restore any such property which is lost or damaged due to the negligence or default of the CONSULTANT, its agents or employees.

C. Indemnification

1. The CONSULTANT shall defend, indemnify , protect, and save harmless the OWNER, its members, officers, agents, servants employees and assigns from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of, any negligent act, error or omission of the CONSULTANT, its agents, servants, and employees in the performance of professional and nonprofessional services under this Agreement.

D. Claims

1. The OWNER shall as soon as practicable after a claim has been made against it give written notice thereof to the CONSULTANT along with full and complete particulars of the claim. If suit is brought against the OWNER, the OWNER shall immediately forward to the CONSULTANT every demand, complaint, notice, summons, pleading or other process received by it or its representative.

V. LEGAL AND PUBLIC RELATIONS (continued)

E. New Jersey Law Against Discrimination

1. During the performance of this contract, the CONSULTANT agrees as follows:
 - a. The CONSULTANT or Subconsultant, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. The CONSULTANT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.
 - b. The CONSULTANT or Subconsultant, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex.
 - c. The CONSULTANT or Subconsultant, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union workers representative of the CONSULTANT'S commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The CONSULTANT or Subconsultant, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Americans with Disabilities Act.
 - e. The CONSULTANT or Subconsultant agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
 - f. The CONSULTANT or Subconsultant agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practice.
 - g. The CONSULTANT or Subconsultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

V. LEGAL AND PUBLIC RELATIONS (continued)

E. New Jersey Law Against Discrimination (continued)

- h. The CONSULTANT or Subconsultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin ancestry, marital status, affectional or sexual orientation, or sex and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- i. The CONSULTANT and its Subconsultants shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

F. Other Laws

1. The CONSULTANT shall observe and comply with all federal and state laws, rules and regulations and local ordinances, rules and regulations applicable to this contract.
2. The CONSULTANT shall provide to the Authority, with the signed AGREEMENT, proof of valid business registration with the Division of Revenue in the New Jersey Department of Treasury. The AGREEMENT will not be entered into by the Authority unless the CONSULTANT first provides proof of valid business registration in compliance with P.L. 2001, c.134 (N.J.S.A. 52:32-44).

G. Law Governing the Contract

1. The parties agree that this contract is made and intended to be performed in New Jersey and that the validity, interpretation, performance and enforcement of this contract shall be governed by and decided in accordance with the laws of the State of New Jersey.

H. Litigation

1. The CONSULTANT does hereby irrevocably constitute and appoint

(name) the true and lawful agent of the CONSULTANT to accept and to acknowledge service of process in any action arising out of this contract commenced by the OWNER against the CONSULTANT, in any court in the State of New Jersey.

I. Disputes

1. In the event a dispute arises concerning the meaning of any term used in this Agreement or the work required to be performed under this Agreement, the dispute shall be decided by the CHIEF ENGINEER or his duly authorized representative within fifteen (15) days after notice thereof in writing, which shall include a particular statement of the grounds of the dispute. The CONSULTANT shall have ten (10) days after receipt of the decision in which to file a written appeal thereto. The pendency of a dispute shall not excuse or justify any interruption or delay in the CONSULTANT'S performance of this contract which shall proceed with due diligence.

VI. WORK, SERVICES AND CHANGES THEREIN

A. Work Change Orders

1. The OWNER or its CHIEF ENGINEER may at any time by written order require additional work and services to be performed by the CONSULTANT. Payment for this work will be made in accordance with the provisions of Schedule "B" of this agreement.

B. Work to Become the Property of the OWNER

1. All notes, designs, drawings, specifications and other technical data of the CONSULTANT, as well as job related records and other data, concerning the work hereunder shall become the property of the OWNER and the OWNER shall have the right to use all or any part thereof for any purpose, including the construction, supervision or design of any structures or facilities for the sole use of the OWNER, when and where the OWNER may determine, without any claims on the part of the CONSULTANT for additional compensation. All of the foregoing items shall be delivered to the OWNER whenever requested by it, and, in any event, upon completion of the work hereunder.

VII. INSURANCE

A. Insurance Requirements: All CONSULTANTS, Subconsultants, Contractors and Subcontractors

1. OWNER has instituted a Professional Liability Insurance Wrap-Up Program providing Errors and Omissions coverage with a maximum limit of \$20,000,000. CONSULTANT will be included in this program. This program will include a \$50,000 per claim deductible. CONSULTANT will be responsible for its losses to the extent of the deductible. Such insurance will show the CONSULTANT as the Named Insured and will protect it from any liability, subject to normal policy exclusions, arising out of professional obligations performed pursuant to the requirements set forth in this Agreement. The cost of this insurance will be borne by OWNER. The program will automatically include a five (5) year discovery period after the project has been completed.
2. CONSULTANT shall provide the following insurance coverage:
 - a. Commercial General Liability inclusive of all extensions of coverage provided under a Broad Form Commercial Liability Endorsement in a minimum amount of \$1,000,000 Combined Single Limit¹. Such coverage will be endorsed to:
 - i. Include the New Jersey Highway Authority as an Additional insured.
 - ii. Provide for two (2) years extension of Completed Operations coverage after the completion of the services performed hereunder. Said policies to be for one year from completion with a renewal of one year upon expiration of original one year policy.

In the event that Commercial General Liability Coverage shall contain an aggregate limit, said aggregate shall be at least 5 times our minimum occurrence limit of \$1,000,000. Umbrella Coverage will be acceptable in lieu of the higher aggregate limit if the Umbrella policy is in the minimum amount of \$5,000,000 and if said Umbrella policy contains a clause stating that it will drop down in the event the primary aggregate is impaired or exhausted.

¹ In lieu of a Combined Single Limit of One Million Dollars (\$1,000,000) a policy with split limits of One Million Dollars (\$1,000,000), Two Million Dollars (\$2,000,000) Bodily Injury and Five Hundred Thousand Dollars (\$500,000) Property Damage is acceptable.

VII. INSURANCE (continued)

A. Insurance Requirements: All CONSULTANTS, Subconsultants, Contractors and Subcontractors (continued)

- b. Automobile Liability Insurance in a minimum amount of \$1,000,000 Combined Single Limit². The New Jersey Highway Authority shall be included as an Additional Insured.
- c. Fire Insurance with extended coverage for the full insurance value of any plans, designs or other property furnished or utilized under this contract as well as work in progress and Valuable Papers and Records Insurance.
- d. In the event that the Wrap-Up Program for Professional Liability Insurance is terminated for any reasons, CONSULTANT shall provide such insurance in a minimum amount of \$1,000,000 single limit.
- e. Worker's Compensation under the laws of the State of New Jersey.

Should OWNER notify CONSULTANT in writing that it is deemed necessary to discontinue its services on the instant project, CONSULTANT may terminate such insurance coverage. Upon notification by OWNER that the services are to be resumed, CONSULTANT will reinstate the insurance coverage prior to commencement of any services.

3. Certificates of Insurance

CONSULTANT shall, within thirty (30) days after the date of award of the contract and prior to the commencement of any work under the contract, furnish OWNER with valid Certificates of Insurance as evidence of the CONSULTANT'S insurance coverage in accordance with the foregoing provisions. Such Certificates of Insurance shall specify that the obligations of CONSULTANT assumed in the foregoing Article V. LEGAL AND PUBLIC RELATIONS are insured in accordance with this Subpart A., identifying the coverage to the contract by reference, and shall provide for thirty (30) days notice in writing to OWNER prior to any cancellation or nonrenewal during the term the insurance is required in accordance with this Agreement. The CONSULTANT shall further be required to provide OWNER with valid Certificate of Renewal of the insurance upon expiration of the policies.

- 4. All insurance policies shall be in a form acceptable to OWNER and shall be issued by an insurance company licensed and authorized to do business in the State of New Jersey and acceptable to OWNER.

VIII. RECORDS AND ACCOUNTS, INSPECTION AND AUDIT

A. CONSULTANT'S Records and Accounts

- 1. The CONSULTANT agrees to keep records and books of account showing the actual cost to and payment by it of all items of whatever nature for which reimbursement is authorized under the provisions of this contract. The system of accounting and the kind and detail of books and records shall be subject to the approval of the OWNER.

² In lieu of a Combined Single Limit of One Million Dollars (\$1,000,000) a policy with split limits of One Million Dollars (\$1,000,000), Two Million Dollars (\$2,000,000) Bodily Injury and Five Hundred Thousand Dollars (\$500,000) Property Damage is acceptable.

VIII. RECORDS AND ACCOUNTS, INSPECTION AND AUDIT (continued)

B. Inspection by the OWNER

1. The OWNER, or any of its officers, employees or agents, designated for that purpose, shall, at all times, be afforded all necessary facilities, during business hours of all business days, for inspection of the work and services of the CONSULTANT and at all such times shall have access to any premises where any work or services may be carried on and performed and where any books, records, correspondence, drawings, receipts vouchers, memoranda and other records and documents of the CONSULTANT, pertaining to this contract, may be kept, with full facilities for inspection and copy thereof.

IX. TERMINATION

A. Default of CONSULTANT

1. In the event that this contract or any part thereof has been abandoned, is unnecessarily delayed on the part of the CONSULTANT, or is not being performed satisfactorily, or the CONSULTANT is willfully violating any provisions of this contract or is performing the same in bad faith as determined at the sole discretion of the CHIEF ENGINEER, the CHIEF ENGINEER may declare the CONSULTANT in default and notify him in writing to discontinue further performance of the contract. The OWNER shall recover the costs of completing the services under this contract by deducting such amounts of monies due or to become due to the CONSULTANT hereunder, and the CONSULTANT agrees to pay any deficiency in such recovery to the OWNER upon demand.

B. Termination in the Interest of the OWNER

1. This contract may be terminated by the OWNER upon fifteen (15) days written notice to the CONSULTANT, whenever the OWNER deems it advisable to do so in its own interest. Upon receipt of such notice from the OWNER, the CONSULTANT shall (but in the event of a partial termination, only to the extent of the work terminated), except as otherwise directed by the OWNER:
 - a. Discontinue work under this contract on the date fixed for termination in the Notice of Termination.
 - b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of the work and services until the date fixed for termination in the Notice of Termination.
 - c. Cancel (or if so directed by the OWNER, transfer to the OWNER) as the date fixed for termination or such earlier date as the OWNER may direct, all orders, subcontracts and agreements relating to the work and services and assign to the OWNER, in the manner and to the extent directed by the OWNER, all of the right, title and interest of the CONSULTANT under the orders, subcontracts and agreements so canceled or transferred.
 - d. Settle and pay, to the extent directed or authorized by the OWNER, claims, commitments, liabilities and obligations arising out of or in connection with the performance or termination of the work and services or of any subcontract, order or agreement pursuant hereto.
 - e. Transfer and deliver to the OWNER, in the manner, to the extent and at the times directed by the OWNER, the completed and uncompleted work, supplies, material and other property produced as part of or acquired in the performance of the work and services.

IX. TERMINATION (continued)

B. Termination in the Interest of the OWNER (continued)

- f. Take such action (whether before or after the termination date) as the CONSULTANT may deem necessary or as the OWNER may direct for the protection and preservation of property which is in the possession of the CONSULTANT and in which the OWNER has or may acquire an interest.
2. The CONSULTANT further acknowledges that this contract is or may be subject to certain permits, exemptions or approvals heretofore issued by CAFRA, the Pinelands Commission, and/or other Federal or State regulatory agencies, Commissions or Bodies. Without limiting the general rights of the OWNER, as set forth in Article IX.B.1 paragraphs a. through f. hereof, the OWNER shall have the right to terminate this contract upon fifteen (15) days written notice to the CONSULTANT in the event that any such permit, exemption or approval is revoked or revised or in the event that the OWNER in its judgment determines that it would be uneconomical, impractical, unfeasible, or not in the best interest of the OWNER or the public to comply with any such permit, exemption or approval or conditions thereof.

C. Payment Upon Termination in the Interest of the OWNER

1. In the event that this contract is terminated by the OWNER under the provisions of Article IX.B.1 and/or 2, the OWNER shall pay the CONSULTANT for such work that the CONSULTANT has performed in such amounts as the OWNER determines to be just and proper under all the circumstances. In no event shall the CONSULTANT's loss of anticipated profits be relevant in determining the amount of such payments.

X. SUCCESSORS OF THE PARTIES

A. Successors of Parties

1. This Agreement shall bind the CONSULTANT, its heirs, executors, administrators, successors and assigns and shall inure to the benefit of the OWNER and its corporate successors.

B. Assignment by the OWNER

1. The OWNER reserves the right to transfer and assign this contract to any other official department, agency, body or authority of the State of New Jersey and upon such assignment and written assumption of this contract by the assignee, the OWNER, herein named shall be relieved and discharged of all further liability hereunder and the assignee shall be deemed to be substituted as OWNER hereunder in all respects, as if originally named as OWNER of this contract.

XI. DEFINITIONS

A. Definitions

1. The term "OWNER" , wherever appearing herein, shall include any COMMISSIONER or COMMISSIONERS of the OWNER and the CHIEF ENGINEER thereof.
2. The term "CHIEF ENGINEER", wherever appearing herein, means the CHIEF ENGINEER of the OWNER , and shall be deemed to include the respective successor or successors and any authorized agent, representative or designee of any of them.

XI. DEFINITIONS (continued)

A. Definitions (continued)

- 3. The term “CONSULTANT”, wherever appearing herein, shall be deemed to include any successor an the principal officers, resident manager and any other agent, officer or employee of the CONSULTANT actually in charge of any work under this contract.
- 4. The term “New Jersey Law Against Discrimination” means N.J.S.A. 10:2-1, et seq and P.L.1975, c. 127.

IN WITNESS WHEREOF, the parties have caused this contract to be executed under their hands and seals.

ATTEST:

Assistant Secretary

Print

NEW JERSEY HIGHWAY AUTHORITY:

Executive Director

Print

ATTEST:

Signature

Print

Title

Title

CONSULTANT

Print

(Type name of Firm)

Title

Title

CONSULTANT’S status as a Minority or Woman-owned business.
Check as appropriate: MBE ☐ WBE ☐ Neither ☐
Classification certified by: NJ Department of Treasury ☐ Other: _____